



Washoe County School District
425 East Ninth Street
Reno, NV 89512

May 23, 2014

To Whom It May Concern:

We are pleased that you have asked The Hawn Foundation (the "Foundation") to provide you with training services in connection with the Foundation's MindUP™ program (the "Training Services") to complement the works published by Scholastic, Inc. ("Scholastic") featuring the MindUP™ curriculum (the "Curriculum Books") and additional subject matter related to neuroscience, mindful awareness training, positive psychology and social and emotional learning through various channels including digital means. This letter will confirm the terms of our arrangement.

Parties. This training agreement (the "Agreement") is entered into as of the 28th day of May, 2014 (the "Effective Date") by and between The Hawn Foundation, a registered not-for-profit organization whose address is 1815 Purdy Avenue, Miami Beach, Florida 33139 and Washoe County School District 425 East Ninth Street, Reno, NV 89512, composed of 63 elementary schools and 14 middle schools participating in this program.

1. the "Client"; the Foundation and Client each a "Party" and collectively the "Parties".
2. Engagement. Client hereby engages the Foundation, and the Foundation hereby accepts the engagement, to provide Training Services in accordance with the terms and conditions set forth herein.
3. Services. The dates, times and locations of the Training Services (the "Contracted Days") to be provided to Client by or on behalf of the Foundation are set forth on Exhibit A hereto.
4. Term. This Agreement shall be effective as of August 1, 2014, and shall terminate following the initial contract term of 12 months, therefore expiring on July 31, 2015, unless terminated sooner in accordance with Section 8. This Agreement may be renewed upon mutual written agreement of the parties within 30 days of expiration of the then current term.

5. Fees and Expenses.

(a) Client agrees to pay the Foundation the following fees and expenses:

i. Program Fee. As consideration for the provision of the Training Services by or on behalf of the Foundation, Client shall pay the Foundation a fee of \$152,300. (the "Program Fee"). This program fee shall encompass a 12-month implementation support plan as outlined in Exhibit A.

ii. \$110,000 of the total fee will be due within 30 days after receipt of an invoice that will be issued by The Hawn Foundation upon full execution of the contract between both parties anticipated to take place May 27, 2014. The remaining balance of \$42,300 will be due on October 1, 2014.

iii. Travel Expenses. Travel expenses incurred by or on behalf of the Foundation in connection with providing the Training Services as noted above are included in the above-mentioned fee.

(b) Client agrees to pay the Foundation all Fees due under this Agreement upon receipt of an invoice sent by or on behalf of the Foundation. Except as otherwise required by law, Client shall not withhold from any payment to the Foundation under this Agreement any amounts in respect of Social Security or other federal, state, or local tax liabilities or contributions. The Foundation will be responsible for all withholdings and contributions required in connection with any compensation paid to it under this Agreement.

(c) Payment shall be made to The Hawn Foundation in U.S. Dollars. Payment shall be sent to The Hawn Foundation, c/o 1815 Purdy Avenue, Miami Beach, Florida 33139.

6. Curriculum Books; Supporting Materials.

(a) Client and the Foundation agree that the curriculum books purchased, directly from Scholastic, Inc. or through an authorized seller are included in the Fees provided under this Agreement.

(b) The Foundation may provide Client with training or other supporting materials to complement the Curriculum Book (the "Supporting Materials"). Client is responsible for and agrees to make copies of any Supporting Materials, at the Foundation's direction and at Client's expense, for Participants. Client may not reproduce the Supporting Materials other than as permitted in writing by the Foundation, and may not distribute the Supporting Materials to any person or entity that is not part of the training, and under the direction and control of Client. This includes schools not included in this agreement and/or other neighboring districts or entities.

(c) If the Foundation materially revises or updates the Supporting Materials, it will endeavor to post a notification advising of any such revision or update on its digital learning destination currently located through <http://www.thehawnfoundation.org>. Client shall periodically review the digital portal for any such notification and, upon learning of such notification, shall contact the Foundation to obtain the revised or updated Supporting Materials.

7. Ownership of Intellectual Property. Client agrees and acknowledges that: (a) the Foundation owns all marks and all rights in and to the training content and the Supporting Materials; and (b) the Foundation and/or Scholastic own all rights in and to the Curriculum Book. Except as expressly permitted herein, Client shall not summarize, modify, edit, copy, revise, distribute copies of, post online, perform publicly or create derivative works of the Training, Supporting Materials or Curriculum Book. Any request for subsequent data or research that Washoe County School District may want to publish must be authorized in writing by The Hawn Foundation.

8. Cancellation; Rescheduling.

(a) Any modification to the Contracted Day(s) by either Party must be made in writing. Either Party may cancel or reschedule the Training Services, for any or no reason, subject to the terms set forth in the following Sections (b), (c) and (d).

(b) In the event that Client cancels the Training Services at any time, Client shall forfeit all amounts paid, and must immediately pay all remaining amounts due, for: (i) non-refundable incurred Travel Expenses and (ii) any other out-of-pocket expenses incurred by the Foundation in connection with its preparing to provide the Training Services (collectively, "Cancellation Fees"). The Foundation will make an effort to obtain refunds where possible.

(c) In addition to payments due pursuant to Section 8(b), in the event that Client cancels the Training Services, the following Sections (i), (ii), (iii) or (iv) shall apply, according to the date of cancellation:

- i. 90 or more days before the first Contracted Day: a full refund of the Training Fee shall

be issued less any expenses that have incurred as a result of this project.

- ii. 30-89 days before the first Contracted Day: 50% of the Training Fee shall be refunded.
- iii. 15-29 days before the first Contracted Day: 25% of the training fee shall be refunded.
- iv. 0-15 days before the first Contracted Day: no refund will be issued.

(d) In the event that Client reschedules the Contracted Day(s) for any or no reason, Client shall be responsible for the following amounts (collectively, the "Change Fees"):

- i. any non-refundable Travel Expenses for any non-changeable travel arrangements;
- ii. any fees incurred by the Foundation in connection with changing travel arrangements; and
- iii. if Client provides notice to the Foundation of any such rescheduling within thirty (30) days of the first Contracted Day, a change fee of \$500.

9. **Termination.** Upon cancellation of the Training Services by either Party, with exception to training services that may have to be rescheduled and are mutually agreed upon, this Agreement in its entirety shall terminate and Client shall return any Supporting Materials to the Foundation. Sections 6, 7, and 9-19 of shall survive termination of this Agreement.

10. **Nature of Relationship; Independent Contractor Status.** It is understood and agreed that each of the Parties hereto is an independent contractor and that neither Party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither Party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither Party has the authority to enter into, sign, or obligate the other Party on any contract or agreement of any kind and shall make no representations whatsoever that it has such authority. Nothing in this Agreement shall be construed to constitute the Parties as partners or joint venturers. Neither Party shall be considered as having employee or worker status, and neither Party shall be entitled to participate in any employee plans, arrangements or distributions of the other.

11. **Limitation on Damages.** Client agrees that the Foundation shall not be liable to Client for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Curriculum Book, Supporting Material or Training Services, or any other services performed hereunder, for an aggregate amount in excess of the fees paid by Client to the Foundation under this Agreement. In no event shall the Foundation be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

The Foundation shall maintain throughout the term of this Agreement and any relative Amendments the Client's insurance requirements as outlined in RFP 14-004 under Section 14 "Required Insurance Documentation (refer to Exhibit C)."

12. **Indemnification.** Client agrees to indemnify, defend, and hold harmless the Foundation from and against any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from any claim brought by a third party arising out of any breach by Client of any representations, warranties or obligations, or the Curriculum Book, Supporting Material or Training Services, or any other services performed hereunder. The Foundation agrees to indemnify, defend, and hold harmless Client from and against any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from any claim brought by a third party arising out of the Foundation's breach of any representations, warranties, or obligations under this Agreement.

13. **Non-Disparagement.** Except as required by law, Client agrees not to make or publish any statement (orally or in writing) that becomes or reasonably could be expected to become publicly known, which would libel, slander, disparage or defame the goodwill or the reputation (whether or not such disparagement legally constitutes libel or slander) of Ms. Goldie Hawn, her family, the Foundation, and/or any of its officers, directors, employees, agents or representatives.
14. **Confidentiality.** Client agrees to keep confidential and not to disclose, any information or materials, including the Supporting Materials, provided by or on behalf of or obtained from the Foundation unless Client receives prior authorization from the Foundation to make such disclosure. This obligation of confidentiality does extend to sharing of information regarding fees. This obligation does not extend to any information or materials that: (a) was previously known by Client; (b) is or shall become in the public domain or available to the general public; (c) is independently developed; (d) is later lawfully acquired by Client from other sources; or (e) is compelled to be disclosed by a judicial or administrative process or by other requirements of law.
15. **Severability.** The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision. Any invalid or unenforceable provision shall not be deleted but shall be reformed and construed in a manner to enable it to be enforced to the extent compatible with applicable law.
16. **Governing Law; Jurisdiction.** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be construed under, governed by and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within such jurisdiction, without regard to the principles of conflicts of law. The federal and state courts located within the County of Washoe and State of Nevada shall have exclusive jurisdiction over any controversy relating to this Agreement, the Training Services, the Curriculum Book or the Supporting Materials.
17. **Rules of Construction.** The following rules of construction apply herein: (a) the headings are inserted for convenience only and shall not affect the construction of this Agreement; (b) the singular includes the plural and the plural includes the singular; (c) the words "and" and "or" are used in the conjunctive or disjunctive as the sense and circumstances may require; (d) any form of the word "include" shall be deemed to be followed by the words "without limitation"; and (e) whenever a Party is precluded from taking an action hereunder, such Party shall also be precluded from directly or indirectly authorizing, permitting, or cooperating with a third party or affiliate to take such action.
18. **Force Majeure.** Neither Party shall be responsible for any failure or delay in the performance of all or any part of this Agreement caused by acts of God or nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts or other similar causes or circumstances which cannot reasonably be prevented by the Party whose performance is delayed.
19. **Entire Agreement; Modifications.** All Exhibits, Attachments, and/or Addendums to this Agreement are fully incorporated herein. This Agreement, including Exhibits, Attachments, and/or Addendums, constitute the entire agreement between the parties regarding this subject matter here of and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties. Each Party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other Party (whether orally or in writing) other than as expressly set out in this Agreement. This Agreement may not be amended or revised except by a writing signed by or on behalf of each Party.
20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

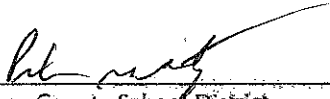
A faxed or electronic (i.e. PDF) signature shall be deemed an original for all purposes under this Agreement.

If the terms set forth herein are acceptable, please sign and date this Agreement and return the fully executed original to us.

Very truly yours,

THE HAWN FOUNDATION

Agreed and Accepted:


Washoe County School District

PEDRO MARTINEZ

Printed Name/Signature

SUPERINTENDENT

Title

N/A

Email

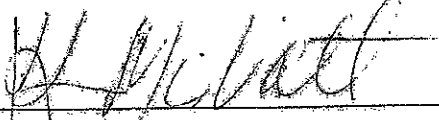
PURCHASING DEPT.

(775) 850-8025

Phone:

6-11-14
Date

Agreed and Accepted by The Hawn Foundation



Kimberly McNatt / CEO

Email: Kimberly.McNatt@thehawnfoundation.org

Phone: (305) 424-1655



MindUP™ Supporting Materials

(MindUP™ will provide digital files of the following materials, unless otherwise noted. All printing and copies are the responsibility of district as noted in section 6(b) of the contract)

- MindUP™ curriculum guides by Scholastic – THF to provide WCSD with the MindUP™ curriculum guides at \$17.00 pp.
- Chimes – THF will provide a chime with the curriculum guide at \$7.25 pp.
- SEL literature recommended reading & resource list
- Rubrics for accreditation
- Custom extension activities for subject alignment ideas – THF provides formatted digital upload and curated workbook for reference in portal - looked up by subject and grade level.
- Perspective lesson handout
- MindUP™ Evaluation Tool Kit
- MindUP™ Trainer evaluation forms.
- Parent workbook

Up to 6 master trainer packets (printed and organized in a binder) will be provided to WCSD Administrative Offices.

EXHIBIT A

Date, Time and Location of Training Services

Original Training Date(s): TBD / As per RFP

Time(s): TBD / As per RFP

Location(s): TBD / As per RFP

The Hawn Foundation's signature educational program *MindUP™*, provides a range of social, emotional, and self-regulatory strategies and skills developed for pre-kindergarten through eighth-grade students to cultivate wellbeing and emotional balance.

While focusing on the theoretical and pedagogical foundations of *MindUP™* and how to implement the program in the classroom, training programs are designed to give educators, child advocates, and administrative staff the capacity to sustain the growth of the *MindUP™* program, while working in close collaboration with The Hawn Foundation. This is accomplished through interactive learning and presentations led by an experienced certified *MindUP™* training consultant, along with Washoe County's Train the trainer assignees.

In the *MindUP™* training program, participants will:

- Gain knowledge and understanding about the principles of *MindUP™* including opportunities to develop strategies and ideas related to implementing *MindUP™* in the classroom;
- Become familiar with the theoretical and pedagogical foundations of *MindUP™*;
- Acquire personal experience of the *MindUP™* curriculum through interactive learning examples and best practice share;
- Develop an understanding of how *MindUP™* supports children's acquisition of skills to recognize and manage emotions, develop concern for others, make responsible decisions, and maintain positive relationships;
- Learn how to integrate the principles and concepts of *MindUP™* into standards-based or core curricula and classroom settings;
- Evaluate and manage the efficacy of *MindUP™*; learn how to report data for *MindUP™*;
- Explore a variety of topics and issues focused on SEL, mindful education and the *MindUP™* curriculum.

The 12-month Implementation Support Plan for Washoe County School District will include

- Participation in a "live" interactive workshop to launch curriculum.
- Access to the *MindUP™* digital learning destination for all educators, administrators and training staff at the designated sites.
- Pre-data collection by Washoe County School District in accordance with the *MindUP™* evaluation process.
- Refresher workshop (mini) at the fourth/fifth month mark to ascertain implementation success and challenges with possible coaching and mentoring training of your trainers.
- Parent workshop must be scheduled during the same time as the refresher (or coaching and mentoring) site visits.
- Train the Trainer team training to include new content and "how to" facilitate the training.
- Support through accreditation process for each school, if needed.



MindUP™ Proposal for Washoe County School District

Proposal for 2014-2015 Academic Year

We are delighted that you are considering implementing The Hawn Foundation's signature program, MindUP™, the CASEL accredited, evidence-based curriculum fostering social and emotional awareness, enhancing psychological well being, and promoting academic success. We are committed to working with you to ensure your students are provided knowledge about their brains and their amazing potential with a strong foundation in social and emotional literacy. Our team is dedicated to serving teachers and equally excited about supporting school and district administrators and support staff at Washoe County School District.

Why MindUP™?

MindUP™ offers simple strategies for helping children focus their attention, improve their self-regulation skills, build resilience to stress, and develop a positive mind-set in both school and life. The essence of MindUP™ is embodied in the idea of the Optimistic Classroom – a place where all children have the opportunity to achieve their full potential. The outcome of this enhanced awareness is children whose knowledge and understanding of their impulses, thoughts, feelings and behavior enhances their confidence, pleasure and sense of ownership of their own learning.

The Hawn Foundation will provide Washoe County School District with a 12-month, sustainable support plan.

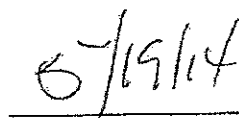
The science of the implementation model that has been created for MindUP™ ensures that the program on-boards with fidelity and success. Implementation is built upon a six-part model that incorporates a 12-month plan beginning with:

- **A one-day comprehensive workshop** for all staff. This workshop will provide direct instruction on the 15 lessons and four pillars of the curriculum with "real life" examples and implementation strategies as to "how to" roll it out in the classroom.
- **12 months of digital access** via our proprietary, custom web learning destination where MindUP™ trainers and other educators share best practices, videos, teacher tips, robust e-library, pose questions and share information ensuring retention of core concepts. All of this abundant content is easily obtained through our password-protected site.
- **A follow-up visit** at the fourth or fifth month mark to insure implementation is going well and ascertain teacher satisfaction. This can either be a workshop presentation with Q&A, delving deeper into the curriculum to help firmly embed the MindUP™ practice and principles into each school's core curriculum.
- **A Parent Training Workshop** that must be scheduled to occur concurrently with the follow-up visit, offered free of charge to parents interested in attending, in a single two-hour session. Handouts and activities are provided giving parents the opportunity to become more familiar with the MindUP™ practice. (OPTIONAL)
- **Curriculum Guides and Chimes** for all program participants.
- **MindUP™ Certification and Accreditation** for all schools who have met the appropriate requirements

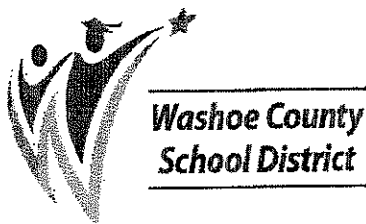
**Total Cost to bring MindUP™ to 63 Elementary Schools and 14 Middle Schools
(all inclusive of fees and expenses): \$152,300**



Kimberly McNair, CEO
The Hawn Foundation



Date



REQUEST FOR PROPOSAL

RFP TITLE: Social and Emotional Learning Curriculum and Professional Development

RFP NUMBER: RFP 14-004

RFP QUESTIONS: All questions must be submitted by email to purchasing@washoeschools.net. Questions must be submitted no later than 5:00 p.m. local time on March 12, 2014.

SCOPE OF WORK: This Request for Proposal is being issued to provide curriculum materials and professional development services for instruction in social and emotional learning programs for grades PreK-12 as facilitated throughout Washoe County School District.

RFP OPENING DATE: Tuesday, March 25, 2014

LOCATION: Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912

BOND REQUIREMENT: NONE

RFP RECEIPT TIME: 1:30 p.m., local time

RFP OPENING TIME: 2:00 p.m., local time

NOTE: RFP RECEIPT TIME IS DIFFERENT FROM RFP OPENING TIME

NAME OF PERSON TO CONTACT: Buyer Name: Monica Schuerr
Title: Buyer II, CPPB, MBA
Email Address: mschuerr@washoeschools.net
Phone: (775) 850-8024

ADVERTISEMENT DATE: TUESDAY, MARCH 4, 2014

NUMBER OF PAGES IN RFP (INCLUDING APPENDICES): 35

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GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF RFP

- 1.1 In response to this RFP, Proposers shall submit **one (1) original proposal marked "MASTER"**, thirteen (13) identical bound copies and one (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on a CD or flash drive. Clearly label and index binders with appropriate section and sub-section numbers as referred to herein. Number each page individually and provide a table of contents.
- **All cost information must be submitted in separate, sealed envelopes and paired with each proposal copy.**
- 1.2 Neither the Washoe County School District nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.
- 1.3 Proposals submitted by telephone, telegraphic notice, email or facsimile will not be accepted.
- 1.4 RFP and any addenda shall be submitted in a sealed envelope or box and labeled using the following format:
- Company:**
RFP TITLE:
RFP #:
Opening Date:
Receipt Time: 1:30 P.M. Local Time
- Mail or deliver RFP To:** **Washoe County School District**
 Purchasing Department, Room 0
 14101 Old Virginia Road
 Reno, NV 89521-8912
- 1.5 In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped in the Washoe County School District Purchasing Department, Room 0, prior to the receipt time specified in the RFP document (see page 1).
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP on Washoe County School District's forms. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of Washoe County School District Purchasing Department for correction or clarification.
- 1.8 When a bid surety is required, such surety shall be acceptable only in the form of a bid bond, certified check or cashier's check in the amount stated. The surety must accompany the bid. After award of bid by the Board of Trustees, the bid surety of the unsuccessful Proposers shall be returned.

GENERAL TERMS AND CONDITIONS (CONTINUED)

1.0 SUBMISSION OF RFP (CONTINUED)

- 1.9 Addenda issued may become an integral part of this RFP. All addenda are posted on the Washoe County School District Purchasing website at:
<http://www.washoecountyschools.org/district/departments/purchasing/current-bid-and-quote-opportunities>
- 1.9.1 Proposer must acknowledge receipt of addenda by signing and returning with the original RFP documents. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed addendum may result in rejection of an RFP.
- 1.9.2 To insure that Proposer receives any addenda issued on a bid downloaded from the Washoe County School District website, Proposer must notify Washoe County School District Purchasing Department at (775) 850-8025 or email purchasing@washoe.k12.nv.us with name, address, phone, and fax numbers. Once this is done, Purchasing will send any addenda documents required by this proposal.
- 1.9.3 If Proposer is a member of DemandStar and has downloaded a bid document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any addenda issued.
- 1.10 An authorized representative of Proposer's firm must sign this RFP document. An unsigned proposal shall be disqualified.
- 1.11 Prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.12 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 1.13 Proposer assumes any and all risks involved with method of dispatch chosen. Washoe County School District assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.14 All proposals and accompanying documentation become the property of Washoe County School District and will not be returned.
- 1.15 Exceptions to the Terms, Conditions and Specifications of this proposal must be noted in the space provided at the end of this proposal. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. The Washoe County School District reserves the right to accept or reject any exceptions based on the best interest of the Washoe County School District.

2.0 LATE PROPOSALS

- 2.1 Proposer shall note that receipt time is different from opening time (see page 1).
- 2.2 Late proposals will not be accepted. A proposal may be received any time prior to the receipt time and date. A proposal arriving after the deadline will be returned to its sender unopened.

GENERAL TERMS AND CONDITIONS (CONTINUED)

3.0 WITHDRAWAL OF PROPOSAL (CONTINUED)

- 3.1 A proposal may be withdrawn by written notification delivered by mail, fax or e-mail provided such notice is received prior to the date and time set for the RFP opening.
- 3.2 A request for withdrawal of a proposal received after the scheduled opening will not be considered.

4.0 PROPRIETARY INFORMATION

- 4.1 Washoe County School District is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under said law, all Washoe County School District records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 4.2 Proposers are advised that after the Purchasing Supervisor has made a Recommendation of Award, the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

- 5.1 Washoe County School District reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

6.0 GOVERNING LAW

- 6.1 Should there be a contract, Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in the district and federal courts located in Washoe County, Nevada, USA.

7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- 7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.
- 7.2 **Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Washoe County School District will be notified of any change in this status.**

GENERAL TERMS AND CONDITIONS (CONTINUED)

7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (CONTINUED)

7.3 Loss of Agreement and/or Inability to Fulfill Requirements

- A. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
- B. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined Proposer to be in default.
- C. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
- D. Washoe County School District shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.
- E. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, then it must affirmatively declare this to be so.

8.0 FUNDING OUT CLAUSE

- 8.1 Should the funding authority of Washoe County School District fail to appropriate funds to continue payment on a resultant agreement, Washoe County School District shall cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.

9.0 DEFAULT

- 9.1 In case of default by successful Proposer, Washoe County School District may deduct any unpaid balance due the Proposer, procure the product(s) or service(s) from another source, hold the defaulting Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings against any surety and/or performance bond held in conjunction with the contract, debar the Proposer for a period of not less than one (1) year or more than five (5) years, or pursue other applicable legal remedies.

10.0 TERMINATION OF CONTRACT

- 10.1 This contract may be terminated in whole or in part by Washoe County School District for its convenience, but only after the Proposer is given:
 - 10.1.1 Not less than thirty (30) calendar days written notice of intent to terminate.
 - 10.1.2 An opportunity for consultation with the Procurement Manager of Washoe County School District prior to termination.

GENERAL TERMS AND CONDITIONS (CONTINUED)

11.0 JOINDER OF LOCAL GOVERNMENTS

- 11.1 Nevada Revised Statute 332.195 – Joinder or mutual use of contracts by local governments states the following:
- A. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting Proposer. The original contracting local government is not liable for the obligations of the local government which joins or uses the contract.
 - B. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting Proposer. The State of Nevada or other state is not liable for the obligations of the local government, which joins or uses the contract.
 - C. After the award of this RFP, all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be made between participating local government and the successful Proposer.

12.0 AMERICANS WITH DISABILITIES

- 12.1 Washoe County School District acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. Washoe County School District expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

13.0 INSTALLATION

- 13.1 The successful Proposer shall make good, to the satisfaction of the Capital Projects and Facilities Management Department of the Washoe County School District, any damage to the work of other trades caused by the installation.
- 13.2 Wherever, in these specifications, a particular brand or make of item is specified, the contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

14.0 REQUIRED INSURANCE COVERAGE

- 14.1 The successful Proposer shall, at the Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The required insurance shall be in effect prior to the commencement of work by the successful Proposer and shall continue in force as appropriate until final acceptance by Washoe County School District of the completion of this contract.
- 14.2 Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to Washoe County School District to evidence the insurance policies and coverages required of the successful Proposer. The certificate must name Washoe County School District as the certificate holder. The certificate should be signed by a person authorized to bind coverage on its behalf. Upon renewal of the policies listed, successful Proposer shall furnish the Washoe County School District with replacement certificates.

GENERAL TERMS AND CONDITIONS (CONTINUED)

15.0 WORKER'S COMPENSATION COVERAGE

- 15.1 Successful Proposer shall have Worker's Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000).

16.0 GENERAL LIABILITY INSURANCE

- 16.1 During the life of the contract, the successful Proposer providing service to Washoe County School District shall maintain Comprehensive General Liability Insurance (occurrence form) with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better and approved by the Washoe County School District:

- A. Premises-Operations
- B. Independent Contractor's Protection
- C. Products and Completed Operations
- D. Broad Form Property Damage
- E. Personal Injury (with Employee Exclusion deleted)
- F. Blanket Contractual Liability
- G. Property Damage Liability

- 16.2 Limits shall be equal to the amount carried by the successful Proposer, but shall not be less than two million dollars (\$2,000,000) per occurrence combined single limits.

- 16.3 By endorsement to the required general liability policy and automobile liability policy, Washoe County School District must be named as additional insured for all liability arising from this contract. The Additional Insured Document (CG 20 10 11 85 or CG 20 26 11 85) should reference the RFP number.

17.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

- 17.1 During the life of the contract, Proposer shall maintain Comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-:VII or better and approved by the Washoe County School District.

- 17.2 Limits shall be equal to the amount carried by the successful Proposer, but shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits.

18.0 PROFESSIONAL LIABILITY INSURANCE

- 18.1 During the life of the contract, Proposer shall maintain Professional Liability (Errors & Omissions) Insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence. The insurance required above may be proved under primary policies or by a combination of primary and excess policies.

GENERAL TERMS AND CONDITIONS (CONTINUED)

19.0 OTHER INSURANCE PROVISIONS

19.1 VERIFICATION OF COVERAGE

- Successful Proposer shall furnish Washoe County School District with certificates of insurance with original endorsements effecting coverage required by this clause.
- The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by Washoe County School District before work commences.
- Washoe County School District reserves the right to require complete, certified copies of all required insurance policies at all times.

19.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- Any deductibles or self-insured retentions must be declared to and approved by the Washoe County School District before work commences.
- The Washoe County School District reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before work commences.
- The Washoe County School District shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy, prior to the change taking effect.
- It is understood that the successful Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

19.3 POLICIES TO CONTAIN OR BE ENDORSED TO CONTAIN THE FOLLOWING PROVISIONS:

- The Washoe County School District, its officers, employees and volunteers are to be named as additional insured on the successful Proposer's general liability and auto liability coverages. The coverages shall contain no special limitations on the scope of protection afforded to the Washoe County School District, its officers, employees, agents or volunteers.
- The successful Proposer's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Washoe County School District, its officers, employees, agents or volunteers shall be in excess of the successful Proposer's insurance and shall not contribute with it in any way.

GENERAL TERMS AND CONDITIONS (CONTINUED)

19.0 OTHER INSURANCE PROVISIONS (CONTINUED)

19.3 POLICIES TO CONTAIN OR BE ENDORSED TO CONTAIN THE FOLLOWING PROVISIONS (CONTINUED):

- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Washoe County School District, its officers, employees, agents or volunteers.
- The insurance companies issuing the policy or policies shall have no recourse against the Washoe County School District for payment of any premiums, costs or assessments under any form of policy.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled or non-renewed by either the successful Proposer or by the insurer, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Washoe County School District.
- The successful Proposer's insurers shall have no right of recovery or subrogation against the Washoe County School District.

20.0 LICENSE AND CERTIFICATION

- 20.1 Proposer must be licensed or incorporated to do business in the State of Nevada.
- 20.2 Proposer shall possess all applicable licenses and/or certifications to perform this type of service.
- 20.3 If applicable, Proposer shall possess appropriate city and/or county business licenses.

21.0 VESTED INTEREST

- 21.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 21.2 The only benefit Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in Proposer's initial RFP response and subsequent written additions to the agreement authorized by Washoe County School District.

22.0 WARRANTY

- 22.1 Proposer warrants that the work shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
- 22.2 Proposer further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.

GENERAL TERMS AND CONDITIONS (CONTINUED)

22.0 WARRANTY (CONTINUED)

22.2.1 If work fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of Washoe County School District, Proposer shall re-perform the work or portion of the work that is unsatisfactory.

22.2.2 Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

23.0 ASSIGNMENT

23.1 Any attempt by Proposer to assign or otherwise transfer any interest in this agreement without the prior written consent of Washoe County School District shall be void.

24.0 ATTORNEY'S FEES

24.1 The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

25.0 COMPLIANCE WITH LAW

25.1 Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

26.0 CONFIDENTIAL TREATMENT OF INFORMATION

26.1 Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of this agreement in strict confidence.

27.0 COVENANT

27.1 Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

28.0 DISPUTE RESOLUTION

28.1 Any controversy or claim arising out of or related to the agreement or the breach thereof shall be settled by arbitration unless Washoe County School District, at its sole option, rejects arbitration by so notifying Proposer.

28.2 If the Washoe County School District rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the Washoe County School District.

28.3 Failure to effect service upon the Washoe County School District within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.

GENERAL TERMS AND CONDITIONS (CONTINUED)

- 28.4 If the matter is arbitrated, Washoe County School District shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.
- 28.5 The parties agree that any arbitrator may not award attorney's fees in any case.
- 28.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the successful Proposer's response, and any agreement submitted by the successful Proposer, the language in this proposal shall take precedence.

29.0 FORCE MAJEURE

- 29.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, Washoe County School District may acquire from others said goods or services without incurring liability to Proposer.

30.0 PATENT INDEMNITY

- 30.1 Proposer agrees to indemnify and hold the Washoe County School District harmless from any claim involving patent infringement or copyrights on goods supplied.

31.0 PENALTIES

- 31.1 In case of default by Proposer, the Washoe County School District may procure the articles and/or services from other sources and may deduct from any unpaid balance due Proposer or collect against the bond, security, or surety for the amount of excess costs so paid.

32.0 INDEMNITY

- 32.1 Proposer agrees to indemnify and hold harmless Washoe County School District, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the negligence of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer.
- 32.2 Washoe County School District agrees to indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the negligence of Washoe County School District or any officer, employee, or agent of Washoe County School District subject to the provisions of Nevada Revised Statutes (NRS) Chapter 41, including, but not limited to NRS 41.035.

GENERAL TERMS AND CONDITIONS (CONTINUED)

- 32.3 The obligation of this section shall not apply to damages for which Washoe County School District is/shall become liable by final judgment to pay to a third party as the result of the negligence of Washoe County School District. Nothing herein shall constitute a waiver by Washoe County School District of any and all rights and privileges under any governmental immunity act or related statute.

33.0 INTELLECTUAL PROPERTY

- 33.1 Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of Washoe County School District. Any such works shall not be stamped with the Proposer's proprietary markings.

34.0 NO THIRD-PARTY RIGHTS

- 34.1 This agreement is made for the benefit of Washoe County School District and Proposer, not for any outside party.

35.0 NON-ENDORSEMENT

- 35.1 As a result of the selection of a Proposer to supply services, Washoe County School District is neither endorsing nor suggesting that the Proposer's service is the best or only solution. Proposer agrees to make no reference to Washoe County School District in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of Washoe County School District.

36.0 RECORDS

- 36.1 Records shall be maintained as required by successful Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by Washoe County School District.
- 36.2 At any time during normal business hours when Washoe County School District deems it necessary, all records shall be made available to Washoe County School District at a location in Washoe County, Nevada for examination with respect to all matters covered by any subsequent agreement.
- 36.3 Washoe County School District may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

37.0 SEVERABILITY

- 37.1 If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

GENERAL TERMS AND CONDITIONS (CONTINUED)

38.0 EXPENSES

38.1 In the event that Washoe County School District agrees to pay for any of Proposer's expenses directly related to this work, the following parameters shall apply:

38.1.1 No overhead and/or profit shall be permitted.

38.1.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by Washoe County School District policy, regulations, and procedures for its own employees.

39.0 REJECTION OF PROPOSALS

39.1 Washoe County School District reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

39.1.1 Proposal lacks signature by an authorized representative of Proposer.

39.1.2 Evidence of collusion among Proposers exists.

39.1.3 Proposer fails to meet terms and conditions as specified in the RFP.

39.1.4 Evidence submitted by Proposer leads Washoe County School District to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.

39.1.5 Washoe County School District investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.

39.1.6 Cost of services exceeds budgetary constraints.

40.0 REFERENCES

40.1 Washoe County School District may investigate information supplied by Proposer to determine its accuracy.

40.2 Proposer supplying a reference or customer list gives the Washoe County School District permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

41.0 PROPOSAL NEGOTIATIONS

41.1 Washoe County School District may open negotiations with responsive Proposers after submission of proposals and prior to award.

41.2 At its sole discretion the Washoe County School District reserves the right to award an agreement without negotiation based upon written proposals.

GENERAL TERMS AND CONDITIONS (CONTINUED)

41.0 PROPOSAL NEGOTIATIONS (CONTINUED)

- 41.3 The Washoe County School District reserves the right to accept any proposal which it deems most favorable to the District and to reject any or all proposals or any portion of any proposal submitted which is not in the Washoe County School District's best interest.

42.0 CONTRACT AWARD GUIDELINES

- 42.1 Washoe County School District reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 42.2 Washoe County School District reserves the right to award an agreement on the basis of individual scope of work elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, Washoe County School District will select the Proposer whose proposal is most advantageous to the Washoe County School District.
- 42.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 42.4 All agreements are subject to approval by Washoe County School District's legal counsel and may require approval of the Board of Trustees prior to execution.
- 42.5 Once awarded, this contract will be the final expression of agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 42.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the successful Proposer's proposal, and any agreement submitted by the successful Proposer, the language in this RFP document shall take precedence.
- 42.7 Washoe County School District reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

43.0 RECOMMENDATION FOR AWARD POSTING

It is the responsibility of the interested Proposer to obtain the Recommendation for Award.

- 43.1 The Recommendation for Award is posted on the following websites:

- <http://www.washoecountyschools.org/district/departments/purchasing/current-bid-and-quote-opportunities>
- www.DemandStar.com
(DemandStar requires membership and may charge a fee to download documents)

- 43.2 Proposer may also obtain the Recommendation for Award by contacting Washoe County School District Purchasing Department at purchasing@washoeschools.net or by calling (775) 850-8025.

GENERAL TERMS AND CONDITIONS (CONTINUED)

44.0 APPEAL BY UNSUCCESSFUL PROPOSER

- 44.1 Any unsuccessful Proposer may appeal a pending Recommendation for Award.
- 44.2 Appellant must submit a written protest to the Purchasing Supervisor no later than six (6) calendar days after Recommendation for Award is posted. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.
- 44.3 Appellant may be required to post a bond with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by Washoe County School District, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Purchasing Supervisor.
- 44.4 The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- 44.5 If Appellant is not satisfied with Purchasing Supervisor's response, Appellant may then appeal to an appeals committee designated by the Washoe County School District. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the Board of Trustees, who will render the final decision.
- 44.6 Appellant will not seek any type of judicial intervention until Washoe County School District has rendered its final decision on the protest.
- 44.7 Washoe County School District is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by Appellant in proposal appeal process.
- 44.8 Washoe County School District will stay any award action until after the Board of Trustees renders a final decision.
- 44.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by Washoe County School District because of the unsuccessful appeal.

45.0 BID BOND

- 45.1 When a bid bond is required, every RFP shall be accompanied by a surety company certified bid bond or cashier's check made payable to Washoe County School District, 425 East Ninth Street, PO Box 30425, Reno, NV 89520-3425.
- 45.2 Depending on the requirements, the amount of surety shall not be less than ten percent (10%) of the total RFP submitted. Said amount to be forfeited to Washoe County School District should the Proposer, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.
- 45.3 Surety of the successful Proposer shall be retained by Washoe County School District until replaced by a Performance Bond.

GENERAL TERMS AND CONDITIONS (CONTINUED)

46.0 PERFORMANCE BOND

- 46.1 When a Performance Bond is required, the successful Proposer shall agree to furnish Washoe County School District with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial period.
- 46.2 The Performance Bond shall be made payable to Washoe County School District, executed by one or more surety companies authorized to do business in the State of Nevada.
- 46.3 The Performance Bond shall be conditioned upon the successful Proposer's full performance of the work, in accordance with the plans, specifications, terms and conditions of the award of proposal by the Board of Trustees.
- 46.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the RFP for the renewal period.

SPECIAL TERMS AND CONDITIONS

- **NOTE:** All supplemental information required by this RFP must be included with the proposal submission. Failure to provide complete and accurate information may disqualify Proposer.

47.0 TERM OF AGREEMENT

- 47.1 It is the intent of Washoe County School District to award a contract for an initial term of two (2) years beginning the day after Board of Trustees approval tentatively scheduled on May 13, 2014 and ending May 12, 2016, with three (3) optional one (1) year renewal terms, providing the terms and conditions remain unchanged. Pricing shall remain firm for the initial two (2) year term.

48.0 SCOPE OF WORK, BACKGROUND INFORMATION AND SPECIFICATIONS

- 48.1 This Request for Proposal is being issued to provide curriculum materials and professional development services for instruction in social and emotional learning programs for grades PreK-12 as facilitated throughout Washoe County School District and is seeking evidence-based social and emotional learning curriculum to implement in the 2014-2015 school year.
- 48.2 Washoe County School District's Strategic Plan Goal #4 is to *Value and Strengthen a Positive, Self-Renewing Culture*. Washoe County School District was awarded a grant by the NoVo Foundation and the Collaborative for Social and Emotional Learning (CASEL) to implement a district-wide Social and Emotional Learning (SEL) curriculum as part of the CASEL Collaborating Districts Initiative. The District is seeking evidenced-based SEL curriculum for students, grades PreK-12, as well as teacher resources and professional development for alignment with these visions and the District's SEL Standards. The District has written and adopted local standards (**Appendix B**) for SEL. All proposals and related materials should demonstrate evidence of meeting needs as expressed throughout this RFP and be closely aligned with these SEL standards.

SPECIAL TERMS AND CONDITIONS (CONTINUED)

48.0 SCOPE OF WORK, BACKGROUND INFORMATION AND SPECIFICATIONS (CONTINUED)

- 48.3 This RFP consists of two (2) parts that include teacher resources and professional development. Vendors are encouraged to propose for both teacher resources and professional development that meet the needs of these specific grade levels PK-5, 6-8, and 9-12. Proposed curriculum and professional development resources must have a substantial, measurable, and positive impact on student academic achievement. Vendor proposals should address each specification listed below, providing clear descriptions of how each specification is met. Examples are encouraged.

48.3.1 Teacher Resources for grades Pre-K through 12 should:

- A. Be closely aligned with District SEL Standards (refer to **Appendix B**);
- B. Be able to be integrated into instruction using Common Core State Standards;
- C. Have developmentally appropriate lessons for students in grades PreK-12;
- D. Should include grade levels PreK-5 in the CASEL Guide to Effective Social and Emotional Learning Programs and grades 6-12 should be closely aligned with the CASEL evidence-based or research-based expectations;
- E. Provide teacher materials for explicit instruction with opportunities for students to practice social and emotional skills relating to self-awareness, self-management, social awareness, relationship skills and responsible decision making;
- F. Include classroom and school wide options;
- G. Include culturally responsive teaching practices;
- H. Include clarification of whether curriculum is taught sequentially or not
- I. Include monitoring tools;
- J. Be sustainable with no or limited need to refresh materials annually;
- K. Be media rich and highly engaging for students and teachers;
- L. Provide Student and Parent materials and resources available in English and Spanish translations;
- M. Provide tools for parent engagement; and
- N. Provide accessible tools and training for teacher professional development in conjunction with any printed and media materials.

48.3.2 Professional Development for grades Pre-K through 12 should include the following components and desired outcomes:

- A. Sample materials included for committee and teachers to review and possibly introduce into their classrooms for evaluation
- B. Maximum of two (2) day training model
- C. Must be a train-the-trainer model of professional development and the District must be able to send a team of teachers, who in turn will train District teachers, to a training provided by the Proposer. This training must not exceed 2 days and should sufficiently prepare participants to provide initial training for other teachers.
- D. Instructional strategies or practices related to the curriculum

SPECIAL TERMS AND CONDITIONS (CONTINUED)

48.0 SCOPE OF WORK, BACKGROUND INFORMATION AND SPECIFICATIONS (CONTINUED)

48.3.2

- E. Strategies and content can be integrated into instruction using Common Core State Standards
- F. Be closely aligned with the District's SEL standards
- G. Be sustainable with no or limited need to refresh materials annually
- H. Strengthen teacher self-awareness, self-management, social awareness, and relationship building.
- I. Provide tools for conflict resolution
- J. Empower District educators to build positive, productive and trusting relationships with one another and students.
- K. Provide specific examples and tools for how educators can implement the training into the classroom and campus environments
- L. Explanation of model of continuing support for WCSD staff including online and telephone support
- M. Motivate educators to transform their classrooms with the tools and processes learned

49.0 SUBMITTAL FORMAT REQUIREMENTS

- **NOTE:** RFP should be organized in the following format for ease of evaluation. All Submittal Forms and Appendices must be submitted with RFP. Incomplete proposals may be rejected.

- 49.1 Provide an Executive Summary of no more than three (3) pages written on Proposer's letterhead with full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone number and fax number.

49.1.1 The Executive Summary should provide a brief and detailed, concise summation of the proposal.

49.1.2 State whether Proposer's organization is national, regional or local.

49.1.3 State the location of the office from which Proposer's work would be performed.

- 49.2 Include a complete Table of Contents.

- 49.3 PUBLIC DISCLOSURE FORM (Section 56.0) **PLACE COMPLETED FORM IN FRONT OF PROPOSER'S SUBMISSION/PROPOSAL.**

- 49.4 PROPOSAL SIGNATURE/CONTACT PERSON FORM (Section 53.0 – 59.0) **PLACE COMPLETED FORM FOLLOWING PUBLIC DISCLOSURE FORM.**

SPECIAL TERMS AND CONDITIONS (CONTINUED)

49.0 SUBMITTAL FORMAT REQUIREMENTS (CONTINUED)

49.5 Proposer Experience and Personnel

49.5.1 Proposer must include in the proposal a description of its company, including the organization's experience and history with providing services to similar organizations. The Proposer shall provide the following information:

- a. Historical background on individual or firm making proposal;
- b. Description of the division of Proposer's firm that provides these services;
- c. List of individuals who will manage this project and his/her professional qualifications including resumes; and

49.5.2 Explain in detail the duration and extent of experience with similar school districts including name, address and phone number of contact person for each operation.

49.5.3 Proposer should include any supplemental information such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.

49.6 Provide at least four (4) references from current customers. References are to be from government agencies and/or firms which are substantially serviced by the Proposer (references most similar to Washoe County School District are highly recommended). Each reference must contain the references name, address, telephone number and name and email address of the point of contact. Explain in detail the duration and extent of experience references including name, address and phone number of contact person for each operation. **Refer to Section 55.0 REFERENCE FORM**

49.7 Provide **ALL** cost information on a signed and dated fee schedule. **Enclose the price/cost schedule in a SEPARATE sealed envelope within the SEALED SUBMISSION** with the following information printed on the outside of the envelope: Proposers Name and Address, RFP #14-004, Social and Emotional Learning Curriculum and Professional Development, Cost Information (Refer to Section 1.1).

49.7.1 The Pricing Schedule shall contain a straightforward concise delineation of the Proposer's fees to satisfy the requirements of this RFP.

49.7.2 It is the Proposer's responsibility to specify all costs (e.g. materials, professional development, administrative fees, processing fees, shipping fees, travel, etc.) associated with providing the products or services required herein.

49.7.3 Each unit of consideration should contain a fiscal year's worth of lessons (to include coverage for school calendars and standard calendars), professional development training material and any other items believed to make the proposal complete.

49.7.4 The District is seeking one or more SEL programs to support and guide the successful implementation of this curriculum.

49.7.5 Refer to the **Washoe County School District Social & Emotional Learning Implementation Guide (Appendix C)** to understand the District's three (3) year plan for school-level implementation.

SPECIAL TERMS AND CONDITIONS (CONTINUED)

- 49.8 Proposers shall complete the **Item Response Form (Appendix A)** as a descriptive overview of what the proposal items include.
- 49.9 If applicable, submit names, addresses, phone numbers, and applicable licenses of all firms, which will provide services in conjunction with the performance of this RFP.
- 49.10 If applicable, include a description of staff training and development programs.
- 49.11 Submit any *proposed* agreement required to implement this program on behalf of the Proposer. Washoe County School District may elect to execute Proposer's agreement provided Washoe County School District's standard terms and conditions in this RFP are incorporated into the final agreement. Unless otherwise identified as such, Washoe County School District's contract language takes precedence in all cases.
- 49.12 Proposers should review the **WASHOE COUNTY SCHOOL DISTRICT SOCIAL & EMOTIONAL STANDARDS (Appendix B)** for reference.
- 49.13 Proposers should review the **WASHOE COUNTY SCHOOL DISTRICT SOCIAL & EMOTIONAL IMPLEMENTATION GUIDE (Appendix C)** for reference.
- 49.14 Evaluation of Proposer Financial Statements
- Submit annual reports or financial statements for the **last three (3) consecutive years** of operation;
 - **If financial statements are not provided with sealed Proposal, District reserves the right to reject proposal as "non-responsive";**
 - Financial stability will be evaluated on a pass/fail basis;
 - The financial statements submitted will be evaluated by a qualified member of WCSD's Business and Finance Department;
 - Any proposal that does not pass this evaluation will be rejected; and
 - Final selection may be subject to review and approval by the WCSD Board of Trustees.

50.0 **EVALUATION CRITERIA**

- 50.1 An evaluation committee will review the responses and determine the best proposal in accordance with the following evaluation criteria (Refer to **Appendix D** for additional information and details):
- A. Evidence for the program's effectiveness
 - B. Program Costs
 - C. Professional Learning (PL)
 - D. Compatibility of Program's PL with WCSD's PL process
 - E. Ongoing Support for Implementation
 - F. Tools for Monitoring Outcomes
 - G. Quality Reviewed Program Materials

SPECIAL TERMS AND CONDITIONS (CONTINUED)

50.0 EVALUATION CRITERIA (CONTINUED)

- H. Cultural Sensitivity and Linguistic Responsiveness
- I. Ability to Integrate Program Content with Existing Curriculum
- J. Ability for Differentiation of Program Delivery
- K. Viability of Family Component
- L. Feedback from Others Experienced with Program
- M. Financial Stability

51.0 PRICE ADJUSTMENT

- 51.1 Pricing provided by the Proposer shall not increase during the initial two (2) year term.
- 51.2 After the initial term of two (2) years, a price adjustment may be authorized. Washoe County School District may grant a price adjustment in a situation where all manufacturers/distributors of the products to be procured, as a result of award of this RFP, adjust the prices of their products to all dealers or distributors. In this case, a permissible increase may be authorized and may be equal to only that increase by the manufacturers or distributors of that market.
- 51.3 Prior to permitting any increase, evidence of such an increase, in the form of a letter on the manufacturer's/distributor's letterhead shall be provided to Buyer no later than thirty (30) days prior to the proposed price increase. Letter shall include name of manufacturer/distributor, series or product numbers of the proposal item being increased, the amount and effective date of any and all increases to all dealers and distributors. In any case the price increase may not be greater than five percent (5%).

52.0 PROPOSED AGREEMENT

Please provide a copy of any proposed agreement form. Please keep in mind that the WCSD cannot accept any agreement that includes a specific cancellation clause that is in conflict with Section 10.0 (TERMINATION OF CONTRACT) or Section 8.0 (FUNDING OUT CLAUSE). Unless otherwise identified as such, WCSD's contract/RFP language takes precedence in all cases.

53.0 VERBAL PRESENTATION/ORAL INTERVIEWS (REFER TO TIMELINE OF EVENTS IN SECTION 54.0)

The District reserves the right to require any or all Proposer(s) to make a presentation either in person, by conference call, or by web conferencing that illustrates the Proposer's abilities relative to this effort and/or attend an interview session to gauge its suitability to provide services for this project. If so requested, the Proposer shall make its personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

SPECIAL TERMS AND CONDITIONS (CONTINUED)

54.0 TIMELINE OF EVENTS

The following is the *tentative* schedule of events for the RFP submittal and selection process. The District reserves the right to change the schedule at any time.

RFP EVENT	DATE
RFP Advertised	Tuesday, March 4, 2014
Questions Due	Wednesday, March 12, 2014
Responses to Questions Posted as "Addendum"	Friday, March 14, 2014
Proposals DUE	Tuesday, March 25, 2014
Finalist Interviews / Presentations (* if applicable)	April 14 – 30, 2014 (* if applicable)
Recommendation for Award Posted	Friday, May 2, 2014
Board Approval	Tuesday, May 13, 2014
Notice of Award	Wednesday, May 14, 2014

END OF SPECIAL TERMS AND CONDITIONS

SUBMITTAL FORMS (REQUIRED)

55.0 REFERENCE FORM

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

SUBMITTAL FORMS (REQUIRED)

56.0 PUBLIC DISCLOSURE FORM

Firm Name: _____

I hereby certify that I understand:

- 56.1 Washoe County School District employees shall not receive unlawful compensation, commission or personal profit in the course of performing Washoe County School District duties.
- 56.2 Washoe County School District positions may not be used for unlawful purposes or personal gain.
- 56.3 I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former Washoe County School District Board of Trustees members and current and former Washoe County School District authorizing officials. Please complete form below. Additional sheets may be attached if necessary. Write in N/A if non-applicable.

Company/Employee	Position	Date of Hire	District Official/ Trustee	Relationship/ Interest

- 56.4 I hereby acknowledge that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to my contract/agreement with Washoe County School District may result in termination of said contract/agreement.

Signature: _____
Authorized Firm Representative

Title: _____ Date: _____

SUBMITTAL FORMS (REQUIRED)

57.0 CONTACT INFORMATION

Firm Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Phone: (_____) _____ Fax #: (_____) _____

E-Mail: _____

58.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number. **THIS FORM MUST BE SIGNED WHETHER OR NOT THERE ARE EXCEPTIONS NOTED.**

59.0 PROPOSAL SIGNATURE

By signing this Proposal, I acknowledge the following:

- 53.1 I am an authorized agent for Proposer.
- 53.2 Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- 53.3 Proposer intends to supply the materials and/or services specified herein.
- 53.4 Proposer shall provide, execute, and maintain insurance policies as specified herein.
- 53.5 Proposer shall comply with all federal, state, city, local, county, Washoe County School District statutes, other regulations and requirements.

Authorized Signature

Print Name

Title

Date

APPENDIX A – ITEM RESPONSE FORM

PROGRAM NAME	DESCRIPTION
Item	
Quantity	
Grade Range Covered	
Average # of Sessions per year	
Number of Days for staff training	
Train the trainer model?	
Classroom-wide components included	
School-wide components included	
Family components included	
Technology components included	
Academic Integration	
Teacher prep time required	
Description	

➤ **NOTE:** Please print and use additional pages if necessary and submit in sealed envelope with proposal.

APPENDIX B – Washoe County School District Social & Emotional Learning Standards

Anchor Standards		Benchmarks
<u>1. SELF-AWARENESS</u> Develop self-awareness skills to: <ul style="list-style-type: none"> • have knowledge of one's emotions • develop an accurate and positive self-concept • recognize individual strengths & external support systems 	1A	Demonstrate knowledge of one's emotions.
	1B	Demonstrate knowledge of personal strengths, challenges and potential.
	1C	Demonstrate awareness of how to get help and support when needed.
	1D	Ability to accept personal responsibility.
<u>2. SELF-MANAGEMENT:</u> Develop self-management skills to: <ul style="list-style-type: none"> • regulate emotions • monitor and achieve behaviors related to school and life success 	2A	Demonstrate ability to manage emotions appropriately.
	2B	Demonstrate an understanding of honesty and integrity.
	2C	Demonstrate ability to set and achieve goals for success.
<u>3. SOCIAL AWARENESS:</u> Develop social awareness skills to: <ul style="list-style-type: none"> • establish and maintain positive relationships 	3A	Demonstrate awareness of other people's emotions and perspectives and respond appropriately.
	3B	Demonstrate consideration for others and positively contribute to one's community.
	3C	Demonstrate an awareness of cultural factors and respect individual differences.
<u>4. RELATIONSHIP SKILLS:</u> Develop relationship skills to: <ul style="list-style-type: none"> • build and maintain relationships with diverse groups & individuals • communicate clearly to express needs and resolve conflict 	4A	Use communication and social skills to positively interact with others.
	4B	Develop constructive relationships with individuals of diverse backgrounds, abilities and lifestyles.
	4C	Demonstrate the ability to prevent, manage, and resolve interpersonal conflicts in constructive ways.
<u>5. RESPONSIBLE DECISION MAKING:</u> Develop responsible decision making skills to: <ul style="list-style-type: none"> • problem solve effectively • maintain accountable behaviors in school, personal, and community contexts. 	5A	Consider ethical and societal factors when making decisions.
	5B	Use a systematic approach to decision making.
	5C	Apply problem-solving skills to responsibly address daily academic and social situations.

**APPENDIX C – Washoe County School District
Social & Emotional Learning Implementation Guide**

Anchor Standards		Benchmarks
<u>1. SELF-AWARENESS</u> Develop self-awareness skills to: <ul style="list-style-type: none"> • have knowledge of one's emotions • develop an accurate and positive self-concept • recognize individual strengths & external support systems 	1A	Demonstrate knowledge of one's emotions.
	1B	Demonstrate knowledge of personal strengths, challenges and potential.
	1C	Demonstrate awareness of how to get help and support when needed.
	1D	Ability to accept personal responsibility.
<u>2. SELF-MANAGEMENT:</u> Develop self-management skills to: <ul style="list-style-type: none"> • regulate emotions • monitor and achieve behaviors related to school and life success 	2A	Demonstrate ability to manage emotions appropriately.
	2B	Demonstrate an understanding of honesty and integrity.
	2C	Demonstrate ability to set and achieve goals for success.
<u>3. SOCIAL AWARENESS:</u> Develop social awareness skills to: <ul style="list-style-type: none"> • establish and maintain positive relationships 	3A	Demonstrate awareness of other people's emotions and perspectives and respond appropriately.
	3B	Demonstrate consideration for others and positively contribute to one's community.
	3C	Demonstrate an awareness of cultural factors and respect individual differences.
<u>4. RELATIONSHIP SKILLS:</u> Develop relationship skills to: <ul style="list-style-type: none"> • build and maintain relationships with diverse groups & individuals • communicate clearly to express needs and resolve conflict 	4A	Use communication and social skills to positively interact with others.
	4B	Develop constructive relationships with individuals of diverse backgrounds, abilities and lifestyles.
	4C	Demonstrate the ability to prevent, manage, and resolve interpersonal conflicts in constructive ways.
<u>5. RESPONSIBLE DECISION MAKING:</u> Develop responsible decision making skills to: <ul style="list-style-type: none"> • problem solve effectively • maintain accountable behaviors in school, personal, and community contexts. 	5A	Consider ethical and societal factors when making decisions.
	5B	Use a systematic approach to decision making.
	5C	Apply problem-solving skills to responsibly address daily academic and social situations.

APPENDIX D – Guidance for Completing the Evidence-based Social and Emotional Learning (SEL) Program Summary

Describe objective of the program:

What is the program's objective? Does it explicitly define itself as an Social & Emotional Learning (SEL) program? Is the primary focus on developing problem solving, building community, developing SEL skills through instruction? In some instances, programs have social and emotional learning components but define themselves as focusing on other aspects of youth development such as bullying prevention or substance use prevention.

Describe approach program uses for social emotional development:

Does the program approach social emotional development through classroom instruction? Other programs may approach social emotional development by integrating SEL within a core academic subject. Another possibility is that a program focuses on teacher instructional practices (including instructional process and pedagogy to promote social and emotional development). Programs might use a combination of these approaches as well. Another aspect to consider is whether a program covers all of the five core competencies (self-awareness, self-management, social awareness, relationship skills and responsible decision-making)?

Effective programs provide repeated opportunities to practice new skills and behaviors, within the program and beyond, to real-life situations. Opportunities to practice in real-life situations are likely to have even more impact. Does the program provide adequate practice for students to strengthen their skills?

How does a program's approach to social and emotional development align with existing course structure and scheduling?

How it could be facilitated in different contexts (e.g., during advisory, Freshman or Senior seminar)?

How could it be integrated into courses (e.g., whether it is required or taken as an elective, whether students receive credit for participating)?

Grade levels program is appropriate for:

CASEL recommends that every student receive high-quality SEL programming across all PreK-12 grade levels. What grade levels is the program appropriate for? If a program indicates that it can be implemented for a span of grades, it is important to ask if materials are sequenced for students at different grade levels or if students in different grades participate in the same content and activities.

Program effectiveness (Evaluation Criteria 50.3 A):

CASEL recommends that schools use evidence-based programs because they have the greatest potential for achieving desired results. Various sources focus on evidence-based programs, but they each define "evidence-based" in slightly different ways. Some may have several categories of "evidence-based" (for example, "model" versus "promising" designations that distinguish programs that have shown effects in multiple studies, versus those that have shown effects in a single study). Further, some external search tools limit themselves exclusively to programs that are evidence-based, while others allow users to limit searches for this criterion.

Program costs (Evaluation Criteria 50.3 B):

The cost of an SEL program involves many different elements including materials, professional learning and support for implementation, and support for evaluation. Cost can be affected by whether or not multiple schools will be using the program. Some programs separate costs for professional learning and costs for materials, whereas other programs combine these costs. Costs may also depend on unique circumstances in a district, such as whether the district has the capacity to support training of trainers and how much professional learning staff have already experienced.

Questions to help organize conversations with program developers to determine what the cost would be in a specific school or district include:

- What is the cost of standard program materials? What are recurring costs, if any? What are ways to save on costs?
- What is the cost of professional learning? Are there any ways to save on the professional learning costs?
- Is there professional learning for coaches? What about a "training of trainers" approaches to professional learning? If so, what is the cost and time commitment?
- What are the differences in cost based on location for professional learning?

Professional learning (Evaluation Criteria 50.3 C):

Initial professional learning in implementing a particular SEL program is essential. Questions to ask with regard to professional learning include:

- How much professional learning will staff need? How much time is required? Who should attend the sessions?
- What are any prerequisites for participating in professional learning?
- What opportunities does the professional learning include for participants to practice using classroom materials and to receive feedback? To develop a plan with colleagues for implementing the program? To use strategies such as morning meetings or strategy integration into content delivery, to establish a supportive classroom learning environment?
- Currently, how prepared are staff to implement SEL effectively? How much additional professional learning and support are they likely going to need? How can their needs be met?
- How much time will teachers be provided for professional learning?

Compatibility of program's PL with District PL process (Evaluation Criteria 50.3 D):

How is the program's PL delivered? To what extent is the program's approach to professional learning compatible with the Districts?

Ongoing support for implementation (Evaluation Criteria 50.3 E):

Ongoing professional learning and support is highly desirable. Question to ask include:

- After the initial staff development workshop and a period of implementation, in what ways does the program offer on-site consultation to schools to observe teachers using the program and offer feedback, facilitate group discussions about the program, and/or facilitate teachers coaching one another?
- Is there additional support that the program offers such as webinars or other web-based materials?

Tools for monitoring outcomes (Evaluation Criteria 50.3 F):

Ongoing monitoring of student outcomes is an important strategy that supports high-quality implementation. It can be helpful to note whether or not programs offer assessment tools to assist in this process. Questions to ask include:

- Does the program provide schools with on-site assistance with monitoring the program's impact on students? Do they have surveys or other means of monitoring outcomes?
- Does the program provide on-site assistance in collecting and summarizing outcomes for students?
- Does the program provide assistance in interpreting outcome data and making appropriate recommendations?

Quality of Reviewed Program Materials (Evaluation Criteria 50.3 G):

CASEL strongly recommends a careful review of program materials before any program is adopted. Most SEL program providers will allow schools to preview materials free of charge and will send sample lessons. We recommend that teachers and others who would have responsibility for using the program review these materials. Questions to ask include:

- What program materials are available for review? Is there a cost for review materials?
- How long can the school keep materials received in the mail?
- How much of the program and its materials can be viewed directly on the program developer's website?

Cultural Sensitivity and Linguistic Responsiveness (Evaluation Criteria 50.3 H):

Research in social and emotional learning, and in child development more broadly, has consistently found that children learn best when education is relevant and appropriate to their cultural and linguistic context. The same is true with regard to materials and programming for families and caregivers. This creates special challenges when selecting programs, since many schools are multicultural, with unique combinations of cultures and with different levels of acculturation. School staff, parents and students can serve as resources on the cultures and languages represented in a given school or district.

It is helpful for the SEL Leadership Team to pay careful attention to whether and how programs have made adjustments for different cultural contexts. For example, when programs indicate that they are designed for use with particular ethnic/cultural groups, or if they suggest how content or activities can be adapted for use with different groups, this is noted in comments in the program description. As part of the review of evaluations the *2013 CASEL Guide* also notes which geographic and ethnic/cultural groups were represented in the study samples for each program. Questions that can be asked in relation to a program's cultural and linguistic appropriateness include:

- How does the program ensure that the language, content and activities are appropriate for the kind of community where participating schools are located?
- Has the program been evaluated with populations similar to the one in this school?
- Are there program evaluations that might provide additional information about the cultural and linguistic appropriateness of this program for different groups of students?
- Are there schools using the program in similar communities in terms of culture and languages? Can the program provider identify contacts in those schools?
- What are the demographics of the student and family population and how are they represented in the program's materials?

Ability to Integrate Program Content with Existing Curriculum (Evaluation Criteria 50.3 I):

Does the program provide guidance on integrating content with existing curriculum? If so how user-friendly is this guidance? Do they provide examples?

Ability for Differentiation of Program Delivery (Evaluation Criteria 50.3 J):

Does the program provide guidance for differentiating program delivery for students with different levels of social and emotional competencies? If so how user-friendly is this guidance? Do they provide examples?

Viability of Family Component (Evaluation Criteria 50.3 K):

How is the program's component for families? Does it seem like it would get families involved? What about establishing partnerships with families? Would it be viable to implement the family component?

Feedback from Others Implementing the Program (Evaluation Criteria 50.3 L):

Interacting with other districts and schools that have experience with the program, preferably in person, is highly desirable. Many programs will provide potential adopters with a list of schools or districts in their region that have used the program. Ideally schools can reach out to other schools or districts that are similar in terms of size and student population and located close enough to visit and observe the program being implemented. Questions to ask include:

- How may we contact colleagues who are using the program?
- How may we see the program in action?

Other considerations:

Think about the community where the school is located. What cultures and ethnicities are represented among the students and their families? What languages are spoken by families served by the school? How can decisions about SEL programs be made in a way that honors and celebrates different cultures and contexts in which students live and learn? Who are the people in the school community who can help with this process?

Some schools may want to assemble a subcommittee or team made up of parents, faculty and community stakeholders who represent the cultural perspectives in the community and ask them to help review and explore programs under consideration.

END OF RFP